

BAR E RANCHETTES  
SINGLE FAMILY HOMES  
RESTRICTIVE COVENANTS  
SECTION "C"

1. All lots in the subdivision shall be known and described as residential lots, and shall be used for single-family residential purposes exclusively and no lot shall be subdivided so as to reduce the size of the lot. All buildings and other structures erected upon any lot shall not be moved from other locations onto a lot. No structures, except as otherwise provided shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence dwelling not to exceed two (2) stories in height and on attached private garage for not more than three cars. The foregoing shall not prohibit construction of one residence upon two or more lots.
2. Every one story dwelling erected on any lot shall each have not less than 2400 square feet of heated floor space with a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas. The first or main floor of any one and one half or two story dwelling construction shall have not less than 1800 square feet of floor space. All two story or story and one-half dwellings shall have a minimum of 2400 square feet of heated floor space.
3. Building line setbacks shall be left to the discretion of the building inspector and the interpretation of the zoning ordinance, but not case shall be less than 50 feet.
4. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
5. Vegetable gardening shall be allowed only to the rear of the home.
6. No building shall be erected on any lot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by Pat Earnheart, or by a duly appointed representative of Pat Earnheart. In the event that Pat Earnheart or his duly appointed representative fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant shall be deemed fully complied with. Neither Pat Earnheart nor his duly appointed representative should be entitled to any compensation for services performed pursuant to this covenant.
7. Opening of garages should not be visible from the streets except for corner lots. All dwellings must have a minimum of a double garage.
8. No window air conditioner shall be allowed. The use of solar panels is also prohibited.
9. All radio and television antennas shall be installed in the interior of the residence in such a way as not to be visible from outside. Satellite communication system dishes shall be permitted to be installed not over 24 inches in diameter.
10. No motor vehicle or any other vehicle, including a boat, motorboat trailer, lawn mower, tractor, or similar vehicle may be stored on any lot except in a building or fenced in area. No repair of automobiles or any other vehicles on property, including those enumerated in any of the restrictions shall take place on any lot where such repairs constitute or are done for a commercial purpose.
11. No plumbing or heating vent shall be placed on the front side of any roof. All vents protruding from roofs shall be painted the same color as the roof covering.
12. Swimming pools will be permitted. However, fencing of swimming pool areas must be within achieved setback lines.
13. The contractor or owner shall provide dust abatement and erosion control measures in all stages of construction.
14. The builder must remove all building debris, stumps, trees, etc. from each lot as often as necessary to keep the house and lot attractive. Such debris shall be legally disposed of off site.
15. No structure of a temporary character such as a trailer, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting it into a dwelling unit.
16. There shall be no silver finish metal doors (including glass sliding doors) or windows of any kind; however, a factory painted or anodized finish may be used. The color of such finish should be natural earth tones.
17. No chain link fences may be used. No fences shall be constructed on any lot nearer than the road right-of-way. Pat Earnheart, or his duly appointed representative prior to construction must approve all fences, including fences for back yards and swimming pools. Any fencing in front of any house shall be of PVC construction, either 2 or 3-rail type.
18. There shall be no signs nailed to trees at any time. All builders and contractors signs are to be removed from the lot after the house has been completed.
19. No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot, except horses, dogs, cats and other household pets, which may be kept provided, they are not kept or bred for any commercial purposes. One horse per acre, or portion of an acre, will be allowed for each lot.
20. No outside clotheslines shall be permitted.
21. The location and design of all mailboxes shall be subject to approval of Pat Earnheart or his duly appointed representative.
22. Neither the developer, nor any architect, nor agent thereof, shall be responsible in any way for any defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
23. If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in this subdivision to prosecute any proceedings at law or in equity against person to persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover damages for such violations.
24. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
25. Construction of any dwelling shall be completed within twelve (12) months from commencement of construction.
26. These covenants are to run with the land and shall be binding upon parties and persons claiming under them for a period of five (5) years from the date these covenants are recorded. After which time said covenants shall continue in force and effect until an instrument signed by 2/3 majority of the then owners of the lots have been recorded agreeing to change said covenants in their entirety or in part. Each lot shall have one vote as long as the developer, Pat Earnheart owns more than 50 percent of the lots. The developer may amend these covenants without the consent of the other lot owners.
27. There shall be a minimum of 15 foot side yards each side.
28. Concrete head walls will be required on the driveway culverts, which are the responsibility of the lot owner, not the developer.
29. This subdivision is classified as a low-density rural type development, which utilizes road ditches and natural streams to convey storm water. It is not the intent of the developer to ever improve these ditches or streams in any manner other than what is required by the governing authority for final subdivision approval. No present future governing authority is under any obligation, either written or spoken, to improve said ditches and streams. Purchasers of these lots are to maintain said ditches and streams so as to prevent erosion and to convey the storm water in such a manner not to cause a problem upstream or downstream of their lot.
30. All driveways must be hot mix asphalt or concrete. Gravel drives will be permitted up to three (3) months after occupancy of the home.

MORTGAGEE'S CERTIFICATE

BANCORP SOUTH MORTGAGEE OF THE PROPERTY HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE MORTGAGEE IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 12 DAY OF NOVEMBER, 2004.

Pat Earnheart  
TITLE  
SIGNATURE OF MORTGAGEE  
Bancorp South

NOTARY'S CERTIFICATE  
STATE OF MISSISSIPPI, COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 12 DAY OF NOVEMBER, 2004, WITHIN MY JURISDICTION, THE WITHIN NAMED Pat Earnheart, WHO ACKNOWLEDGED THAT HE/SHE IS PRESIDENT OF BANCORP SOUTH AND THAT FOR AND ON BEHALF OF THE SAID BANK, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID BANK SO TO DO.

Rachel T. Scungo  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
SEPTEMBER 2006

OWNER'S CERTIFICATE

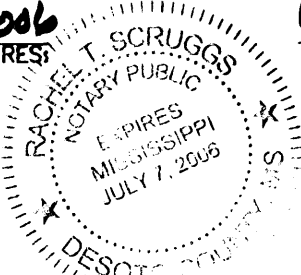
I, PAT EARNHEART OWNER OF LOTS 13, 14, 15, 17, 18, 19 & 20, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE RIGHT-OF-WAY FOR THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 12 DAY OF NOVEMBER, 2004.

Pat Earnheart  
OWNER OR AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE

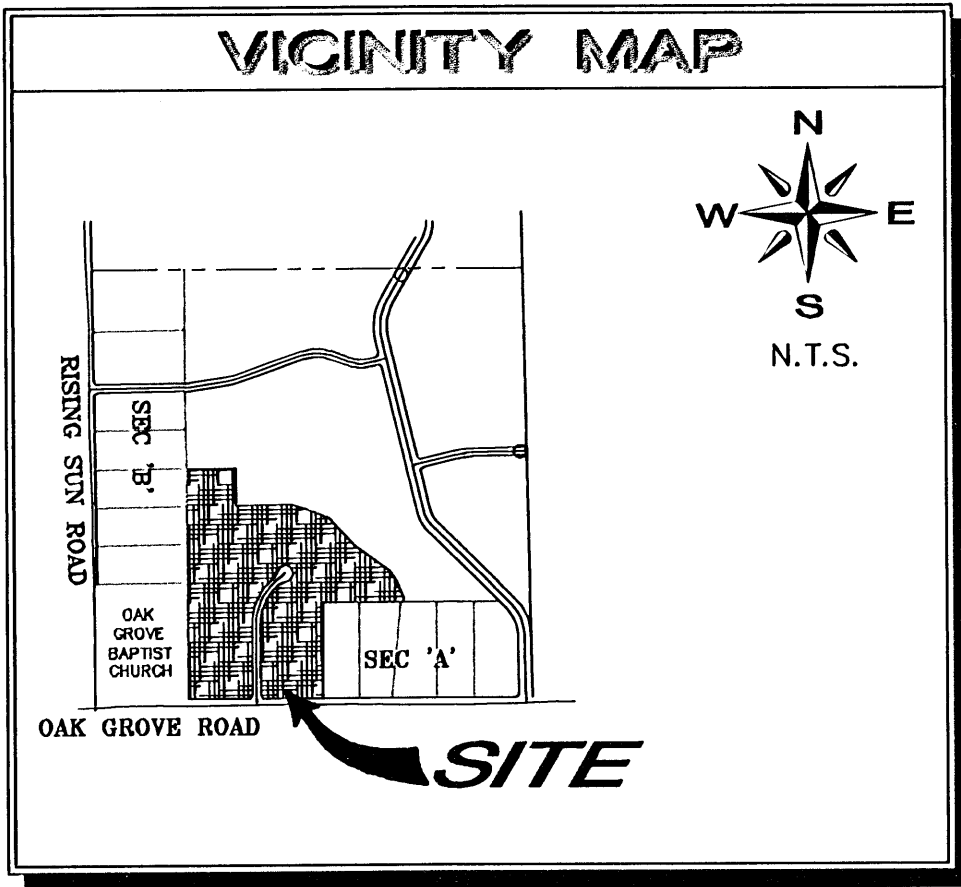
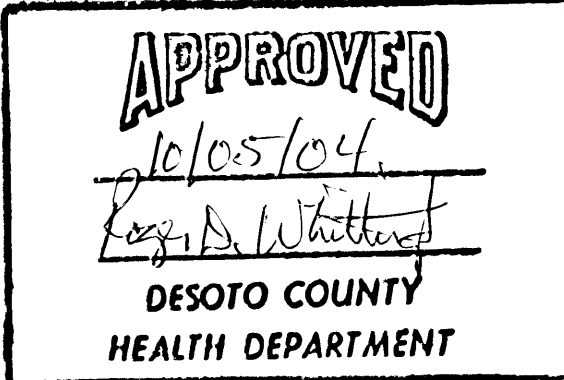
STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 12 DAY OF NOVEMBER, 2004, WITHIN MY JURISDICTION, THE WITHIN NAMED Pat Earnheart, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

Rachel T. Scungo  
NOTARY PUBLIC



Limitations or Exclusions

1. Approval is contingent upon proper house size and location.
2. Excessive grading/filling will void lot approval.
3. Water usage is limited to 1000 gallons per day.
4. No Commercial Establishments.



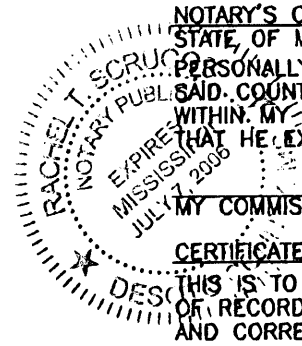
NOTES:

1. MINIMUM SETBACKS ARE AS FOLLOWS UNLESS OTHERWISE NOTED:  
A. 50' FRONT YARD  
B. 15' SIDE YARD  
C. 40' REAR YARD
2. A 10 FEET WIDE UTILITY EASEMENT IS REQUIRED ON ALL STREET FRONTAGE. A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG EACH LOT LINE AND A 5 FEET WIDE UTILITY EASEMENT IS REQUIRED ALONG ALL REAR LOT LINES.
3. WATER AND SEWER WILL BE PRIVATE.
4. THIS PROPERTY IS NOT LOCATED IN HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO FEMA MAP NO. 28033C00115 D, DATED: MAY 3, 1990.
5. 1/2" ELECTRICAL CONDUIT PIPE ARE SET ON ALL REAR PROPERTY CORNERS AND WHERE NOTED (IP).
6. NO BRICK OR MASONRY MAIL BOXES ARE ALLOWED ON COUNTY R.O.W

OWNER'S CERTIFICATE

I, RONNIE DANN DYLES OWNER OF LOT 16, HEREBY ADOPT THIS AS MY PLAN OF SUBDIVISION AND DEDICATE THE ROADS AS SHOWN ON THE PLAT OF THE SUBDIVISION TO THE PUBLIC USE FOREVER AND RESERVE FOR THE PUBLIC UTILITIES THE UTILITY EASEMENTS AS SHOWN ON THE PLAT. I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY AND THAT NO TAXES HAVE BECOME DUE AND PAYABLE. THIS THE 27 DAY OF SEPTEMBER, 2004.

Ronnie Dyles  
OWNER OR AUTHORIZED REPRESENTATIVE



NOTARY'S CERTIFICATE

STATE OF MISSISSIPPI, COUNTY OF DESOTO  
PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE 27 DAY OF SEPTEMBER, 2004, WITHIN MY JURISDICTION, THE WITHIN NAMED Ronnie Dyles, WHO ACKNOWLEDGED THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT.

Rachel T. Scungo  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT I HAVE DRAWN THE PLAT OF THE SUBDIVISION AND FROM DEEDS ON RECORD AND THAT THE PLAT REPRESENTS THE TRUE AND CORRECT.

BEN W. SUGER - MAP NO. 1809  
REGISTERED PROFESSIONAL SURVEYOR  
STATE OF MISSISSIPPI  
DATE: 11/12/04

DESOTO COUNTY PLANNING COMMISSION

APPROVED BY THE DESOTO COUNTY PLANNING COMMISSION ON THE 11 DAY OF NOVEMBER, 2004.

Pat Earnheart  
SECRETARY

DESOTO COUNTY BOARD OF SUPERVISORS

APPROVED BY THE BOARD OF SUPERVISORS OF DESOTO COUNTY, MISSISSIPPI, THIS THE 11 DAY OF NOVEMBER, 2004.

W. E. Ault  
CLERK FOR THE BOARD

STATE OF MISSISSIPPI, COUNTY OF DESOTO

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON WAS FILED FOR RECORD IN MY OFFICE AT 10:00 O'CLOCK A.M. ON THE 11 DAY OF NOVEMBER, 2004, AND WAS IMMEDIATELY ENTERED UPON THE PROPER INDEXES AND DULY RECORDED IN PLAT BOOK 60 PAGE 272.

W. E. Ault  
CHANCERY CLERK

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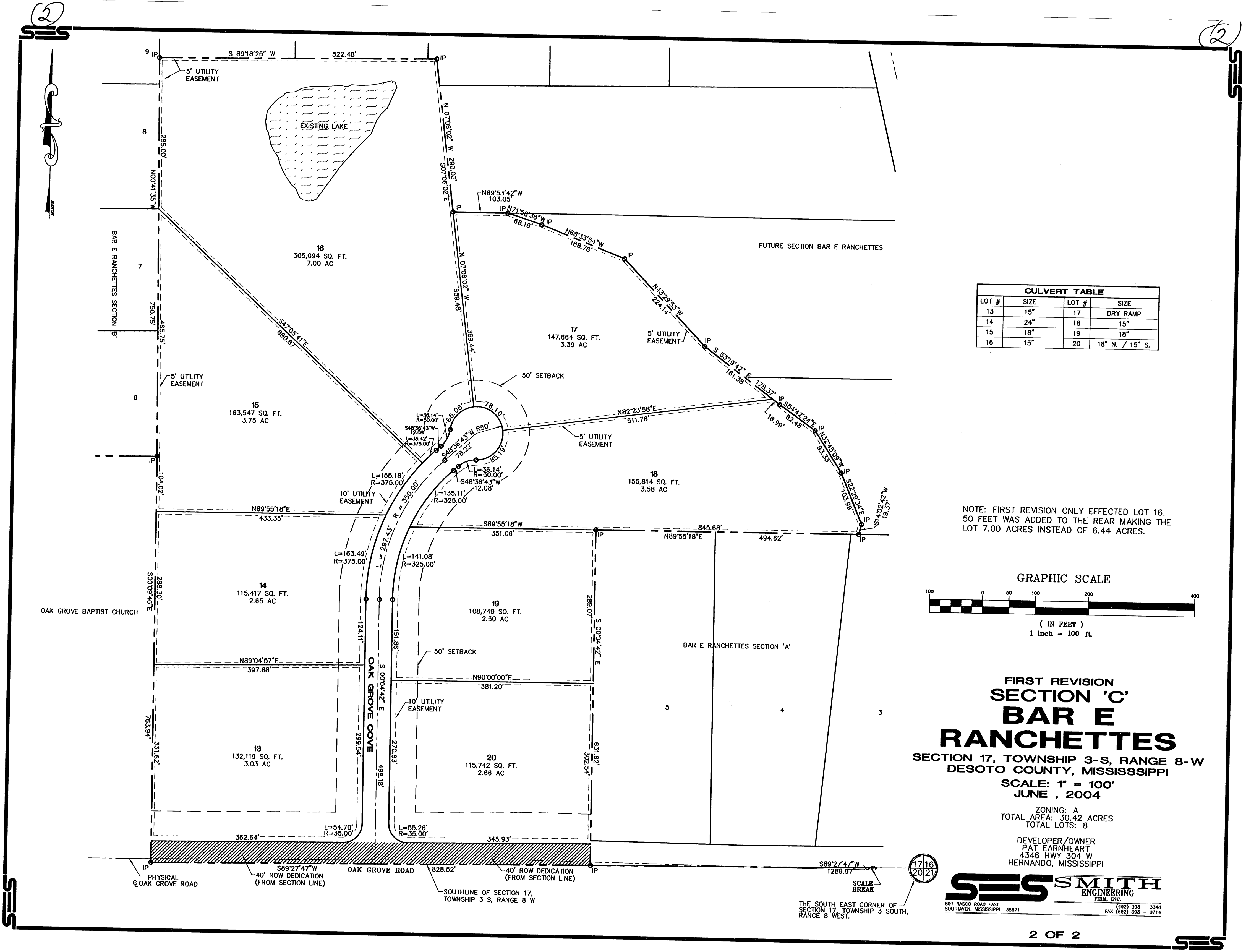
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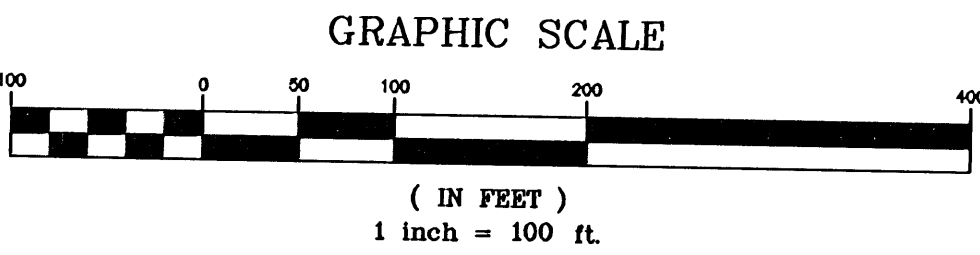
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CULVERT TABLE			
LOT #	SIZE	LOT #	SIZE
13	15"	17	DRY RAMP
14	24"	18	15"
15	18"	19	18"
16	15"	20	18" N. / 15" S.

NOTE: FIRST REVISION ONLY EFFECTED LOT 16.  
50 FEET WAS ADDED TO THE REAR MAKING THE  
LOT 7.00 ACRES INSTEAD OF 6.44 ACRES.



FIRST REVISION  
SECTION 'C'  
**BAR E RANCHETTES**  
SECTION 17, TOWNSHIP 3-S, RANGE 8-W  
DESOTO COUNTY, MISSISSIPPI  
SCALE: 1" = 100'  
JUNE , 2004

ZONING: A  
TOTAL AREA: 30.42 ACRES  
TOTAL LOTS: 8

DEVELOPER/OWNER  
PAT EARNHEART  
4346 HWY 304 W  
HERNANDO, MISSISSIPPI

**SES SMITH**  
ENGINEERING  
VISTA, INC.  
891 RASCO ROAD EAST  
SOUTHAVEN, MISSISSIPPI 38871  
(662) 393 - 3348  
FAX (662) 393 - 0714